

## **APPENDIX C**

### **Water Quality Monitoring and Sample Locations**

Exhibit C - Temporary Contract Between the United States and Delta Lands Reclamation  
District No. 770 for Conveyance of Non-Project Water

Table 1 - Water Quality Monitoring Locations

Friant-Kern Canal Milepost	Description	Water Quality Monitoring Point
28.31	Trimmer Springs Road bridge	Upstream
29.10	Kings River discharge pipes	
30.48	Tulare Ave bridge	Downstream
69.23	Road 204 bridge	Upstream
69.45	St. Johns River discharge pipes	
71.18	Avenue 322 bridge	Downstream
95.15	Henderson Road bridge	Upstream
95.67	Tule River discharge pipes	
96.28	Olive Ave (Avenue 156) bridge	Downstream

Notes:

The water quality monitoring points are subject to review at any time by the Contracting Officer.

There is a separate agreement between Delta Lands Reclamation District No. 770 and Friant Water Authority, which is hereby incorporated by reference.

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Table 2 - Water Quality Monitoring Requirements

What will be measured in the water?	Water to be Tested	How often will a sample be collected?	When will the samples be collected?	Who will collect samples? (7)
Constituents of Concern (1)(6)	CVP water in the canal	Quarterly	January, April, June, October	Reclamation (CVP Baseline Program)
	River water (2)	Annual	Within 3 days of pumping into the canal	Independent agent
Bacterial organisms (3)	Canal water upstream of discharge point (5)	Monthly	While pumping into the canal	Independent agent
	River water (2)	Monthly	While pumping into the canal	Independent agent
	Canal water downstream of discharge point (5)	Monthly	While pumping into the canal	Independent agent
Electrical conductivity, turbidity (4)	Canal water upstream of discharge point (5)	Weekly	While pumping into the canal	Friant Water Authority
	River water (2)	Weekly	While pumping into the canal	Friant Water Authority
	Canal water downstream of discharge point (5)	Weekly	While pumping into the canal	Friant Water Authority
Other constituents of concern (6)	Canal water upstream of discharge point (5)	(6)	While pumping into the canal	Independent agent
	River water (2)	(6)	While pumping into the canal	Independent agent
	Canal water downstream of discharge point (5)	(6)	While pumping into the canal	Independent agent

Notes:

(1) See Table 3.

(2) "Non-Project Water" specified in the current contract between the United States and Delta Lands Reclamation District No. 770.

(3) Cryptosporidium, Giardia, total coliform bacteria

(4) Field measurements.

(5) Locations listed on Table 1

(6) To be determined by the Contracting Officer, if necessary.

(7) All samples must be collected and analyzed according to the current Quality Assurance Project Plan.

This water quality monitoring program is subject to review at any time by the Contracting Officer.

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Exhibit C - Temporary Contract Between the United States and Delta Lands Reclamation District No. 770 for Conveyance of Non-Project Water

Table 3. California Drinking Water Standards (Maximum Contaminant Levels)

CONSTITUENT		California Department of Health Services (DHS)					CAS Registry Number
OR PARAMETER	Units	Primary MCL	Note	Secondary MCL	Note	Notification/Response Level	
General Physical							
Color	units			15			
Langlier Index (corrosivity)				Non-corrosive			
Odor	threshold units			3			
Oil and grease	(aa)	no visible film		Tulare Lake Basin Plan Amendment, III-3			
pH	units	6.5 - 8.3		Tulare Lake Basin Plan Amendment, III-3			
Turbidity	NTU			5			
Inorganic Chemical Metals							
Aluminum	µg/L	1,000		200			7429-90-5
Ammonia	µg/L	25		Tulare Lake Basin Plan Amendment, III-2			7664-41-7
Antimony	µg/L	6					7440-36-0
Arsenic	µg/L	50					7440-38-2
Asbestos	MFL	7					1332-21-4
Barium	µg/L	1,000					7440-39-3
Beryllium	µg/L	4					7440-41-7
Boron	mg/L					1	7440-42-8
Cadmium	µg/L	5					7440-43-9
Chloride	mg/L			250	f		16887-00-6
Chromium (total)	µg/L	50					7440-47-3
Copper	µg/L	1,300	q	1,000			7440-50-8
Cyanide	µg/L	150					57-12-5
Dissolved oxygen	mg/L	7		Tulare Lake Basin Plan Amendment, III-4			
Fluoride	mg/L	2	o	2			16984-48-8
Foaming agents (MBAS)	µg/L			500			
Iron	µg/L			300			7439-89-6
Lead	µg/L	15	q				7439-92-1
Manganese	µg/L			50		500	7439-96-5
Mercury (Inorganic)	µg/L	2					7439-97-6
Molybdenum	µg/L	15		Tulare Lake Basin Plan Amendment, III-3			
Nickel	µg/L	100					7440-02-0
Nitrate (as N)	mg/L	45	e				14797-55-8
Nitrite (as N)	mg/L	1	l				14797-65-0
Selenium	µg/L	50					7782-49-2
Silver	µg/L			100			7440-22-4
Specific conductance (EC)	µS/cm			900	g		
Sulfate	mg/L			250	f		14808-79-8
Thallium	µg/L	2					7440-28-0
Total dissolved solids (TDS)	mg/L			500	h		
Vanadium	µg/L					50	7440-62-2
Zinc	mg/L			5			7440-66-6
Radiochemistry							
Radioactivity, Gross Alpha	pCi/L	15	p				
Microbiology							
Cryptosporidium		No MCL, test for presence					
Fecal Coliform	per 100 ml (z)	200/400		Tulare Lake Basin Plan Amendment, III-2			
Giardia		No MCL, test for presence					
Total Coliform		No MCL, test for presence					

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CONSTITUENT		California Department of Health Services (DHS)					CAS Registry Number
OR PARAMETER	Units	Primary MCL	Note	Secondary MCL	Note	Notification/ Response Level	
Organics							
Alachlor	µg/L	2					15972-60-8
Aldicarb	µg/L					7/70	116-06-3
Atrazine	µg/L	1					1912-24-9
Baygon	µg/L					30/300	114-26-1
Bentazon	µg/L	18					25057-89-0
Benzene	µg/L	1					71-43-2
Benzene, 1,2-Dichloro	µg/L	600					95-50-1
Benzene, 1,4-Dichloro	µg/L	5					106-46-7
Benzene, Ethyl	µg/L	300					100-41-4
Benzene, Isopropyl	µg/L					770	98-82-8
Benzene, monochloro	µg/L	70					108-90-7
Benzene, n-Butyl	µg/L					2600	104-51-8
Benzene, sec-Butyl	µg/L					2600	135-98-8
Benzene, tert-Butyl	µg/L					2600	98-06-6
Benzene, 1,2,4-Trichloro	µg/L	5					120-82-1
Benzene, 1,2,4-Trimethyl	µg/L					330	95-63-6
Benzene, 1,3,5-Trimethyl	µg/L					330	108-97-8
Benzene, Hexachloro	µg/L	1					118-74-1
Benzo(a)pyrene	µg/L	0.2					50-32-8
Bromate	µg/L	10	k				15541-45-4
tert-Butylalcohol (TBA)	µg/L					1200	75-65-0
Caplan	µg/L					1500	133-06-2
Carbaryl	µg/L					7000	63-25-2
Carbofuran	µg/L	18					1563-66-2
Carbon disulfide	µg/L					160	75-15-0
Carbon tetrachloride	µg/L	0.5					56-23-5
Chloramine	µg/L	4,000	k, x				127-65-1
Chlorate	µg/L					8	7790-93-4
Chlorite	mg/L	1	k				7758-19-2
Chlordane	µg/L	0.1					57-74-9
Chlorine dioxide	µg/L	800	k, y				10049-04-4
2-Chlorotoluene	µg/L					1400	95-49-8
4-Chlorotoluene	µg/L					1400	106-43-4
2,4-D	µg/L	70					94-75-7
Dalapon	µg/L	200					75-99-0
Dibromochloropropane (DBCP)	µg/L	0.2					96-12-8
1,2-Dibromoethane	µg/L	0.05					106-93-4
1,1-Dichloroethane	µg/L	5					75-34-3
1,2-Dichloroethane (1,2-DCA)	µg/L	0.5					107-06-2
1,1-Dichloroethylene (1,1-DCE)	µg/L	6					75-35-4
cis-1,2-Dichloroethylene	µg/L	6					156-59-2
trans-1,2-Dichloroethylene	µg/L	10					156-60-5
Dichloromethane	µg/L	5					75-09-2
1,2-Dichloropropane	µg/L	5					78-87-5
1,3-Dichloropropene	µg/L	0.5					542-75-6
Dichlorodifluoromethane (Freon 12)	µg/L					1000	75-71-8
Di(2-ethylhexyl)adipate	µg/L	400					103-23-1
Di(2-ethylhexyl)phthalate	µg/L	4					117-81-7
Dinoseb	µg/L	7					88-85-7
1,4-Dioxane	µg/L					3	123-91-1
Dioxin (2,3,7,8-TCDD)	µg/L	0.00003					1746-01-6
Diquat	µg/L	20					85-00-7
Endothal	µg/L	100					145-73-3
Endrin	µg/L	2					72-20-8
Ethylene dibromide (EDB)	µg/L	0.05					206-93-4
Ethylene glycol	µg/L					14000	107-21-1

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CONSTITUENT OR PARAMETER	Units	California Department of Health Services (DHS)				CAS Registry Number
		Primary MCL	Note	Secondary MCL	Notification/ Response Level	
Formaldehyde	µg/L				100	50-00-0
Glyphosate	µg/L	700				1071-83-6
Halooacetic Acids (five)						
Monobromoacetic acid	µg/L	60	k, n			79-08-3
Dibromoacetic acid	µg/L	60	k, n			631-64-1
Monochloroacetic acid	µg/L	60	k, y			79-11-8
Dichloroacetic acid	µg/L	60	k, n			79-43-6
Trichloroacetic acid	µg/L	60	k, n			76-03-9
Heptachlor	µg/L	0.01				76-44-8
Heptachlor epoxide	µg/L	0.01				1024-57-3
Hexachlorocyclopentadiene	µg/L	50				77-47-4
HMX	µg/L				350	2691-91-0
Lindane (gamma-BHC)	µg/L	0.2				58-89-9
Methoxychlor	µg/L	30				72-43-5
Methyl t-butyl ether (MTBE)	µg/L	13		5		1634-04-4
Methyl isobutyl ketone (MIBK)	µg/L				120	108-10-1
Molinate	µg/L	20				2212-67-1
Naphthalene	µg/L				17	91-20-3
N-Nitrosodiethylamine (NDEA)	µg/L				0.01	55-12-5
N-Nitrosodimethylamine (NDMA)	µg/L				0.01	62-75-9
N-Nitrosodi-n-propylamine (NDPA)	µg/L				0.01	621-64-7
Oxamyl	µg/L	50				23135-22-0
Pentachlorophenol	µg/L	1				87-86-5
Perchlorate	µg/L				6	7790-98-9
Picloram	µg/L	500				1918-02-1
Polychlorinated biphenyls	µg/L	0.5				1336-36-3
Propachlor	µg/L				90	1918-16-7
RDX	µg/L				0.3	121-82-4
Silvex (2,4,5-TP)	µg/L	50				93-72-1
Simazine	µg/L	4				122-34-9
Styrene	µg/L	100				100-42-5
1,1,2,2-Tetrachloroethane	µg/L	1				79-34-5
Tetrachloroethylene (PCE)	µg/L	5				127-18-4
Thiobencarb	µg/L	70		1		28249-77-6
Toluene	µg/L	150				108-88-3
Toxaphene	µg/L	3				8001-35-2
1,2,3-Trichloropropane (1,2,3-TCP)	µg/L				0.005	96-18-4
1,1,1-Trichloroethane	µg/L	200				71-55-6
1,1,2-Trichloroethane	µg/L	5				79-00-5
Trichloroethylene (TCE)	µg/L	5				79-01-6
Trichlorofluoromethane	µg/L	150				75-69-4
1,1,2-Trichloro-1,2,2-trifluoroethane	µg/L	1,200				76-13-1
Total trihalomethanes	µg/L	80				
Bromodichloromethane (THM)	µg/L	80	a			75-27-4
Bromoform (THM)	µg/L	80	a			75-25-2
Chloroform (THM)	µg/L	80	a			67-66-3
Dibromochloromethane (THM)	µg/L	80	a			124-48-1
2,4,6-Trinitrotoluene (TNT)	µg/L				1	118-96-7
Vinyl chloride	µg/L	0.5				75-01-4
Xylene(s)	µg/L	1,750				1330-20-7

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## **APPENDIX D**

### **Draft Short-Term License For the Erection, Maintenance, Operation and storage of Temporary Structures**

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LND-07-81

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

Friant-Kern Canal, Central Valley Project

**SHORT-TERM LICENSE FOR THE ERECTION, MAINTENANCE, OPERATION  
AND STORAGE OF TEMPORARY STRUCTURES**

**THIS LICENSE** is given this            day of    January 2008, in pursuance of the Act of June 7, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto, by THE UNITED STATES OF AMERICA, acting by and through its Bureau of Reclamation, Department of the Interior, represented by the duly authorized officer executing this License hereinafter styled the “United States” to:

Delta Lands Reclamation District No. 770  
Post Office Box 877  
Corcoran, California 93212  
(559) 992-5011

hereinafter styled the “Licensee.”

**RECITALS:**

The United States through the Bureau of Reclamation (Reclamation) acquired certain lands for the right-of-way of the Friant-Kern Canal (FKC) in connection with the Central Valley Project, Fresno and Tulare Counties, California; and

Friant Water Authority (FWA) is responsible for the operation and maintenance of the FKC; and

The Licensee has had prior authorization for existing temporary pumps and appurtenances for the flood protection of lands (Contract No. 06-LC-20-9230) within its boundaries from floods during periods of high flows (Flood Water) on the Kings, Kaweah, and/or Tule Rivers for the purposes of human safety and/or property damage protection.

Reclamation has determined the requested use, the erection, maintenance, operation, and storage of structures and pumping equipment on the Friant-Kern Canal right-of-way, is not, at this time, incompatible with the purpose for which the land was obtained.

**IT IS AGREED:**

1. Reclamation does, through the duly authorized officer executing this License, hereby consent to Licensee's request to enter onto lands acquired by the United States for the purpose of the erection, maintenance, operation, and storage of structures and in-place pumping equipment, subject to the terms and conditions herein written described as:

**Fresno County:**

Six (6) temporary discharge pipes at the downstream end of the Friant-Kern Canal (FKC) siphon under the Kings River, on the FKC right-of-way,  
at the Kings River, Milepost 29.10 (Station 1627+80.00), in Section 35, Township 13 South, Range 23 East, M.D.B.&M., Fresno County, California, as shown on the attached map labeled Exhibit "A," herein incorporated by this reference;

**Tulare County:**

Eight (8) water pumps and discharge pipes on the right bank adjacent to the St. Johns River Wasteway and four (4) water pumps and discharge pipes on the left bank at the downstream end of the Friant-Kern Canal (FKC) siphon under the St. Johns River, on the FKC right-of-way and;

at the St. Johns River, Milepost 69.45 (Station 3767 + 40.00) and 69.58 (Station 3771 + 68), in Section 1, Township 18 South, Range 26 East, M.D.B.&M., Tulare County, California, as shown on the attached map labeled "B," herein incorporated by this reference;

Seven (7) water pumps and discharge pipes adjacent to the Tule River Wasteway on the FKC right-of-way and;

at the Tule River, Milepost 95.67 (Station 5163 + 11.93), in Sections 29 and 30, Township 21 South, Range 27 East, M.D.B.&M., Tulare County, California, as shown on the attached map labeled Exhibit "C," herein incorporated by this reference, and;

2. This License is personal, revocable, and nontransferable and will become effective on the date hereinabove written and unless otherwise sooner terminated, will continue until February 28, 2009. Upon termination by either party, the aforesaid structure or structures and all accessories will be removed without delay at the expense of the Licensee. The Licensee will leave the site(s) in a condition satisfactory to Reclamation and FWA.

3. Installation, operation, maintenance, and removal of the structure(s) shall be conducted in a neat, workmanlike manner in accordance with all applicable Federal, State of California, and local safety and environmental regulations and to the satisfaction of the General Manager, FWA, and the Area Manager, South-Central California Area Office, Bureau of Reclamation. Activities shall be coordinated in advance with Reclamation (contact Operations Division at (559) 487-5340) and FWA (contact Fergus Morrissey or other designated representative at (559) 562-6305).
4. Licensee shall maintain all pumping stations, framing, decking and appurtenant equipment and materials in good condition. Failure to correct deficiencies after being advised of them may lead to license revocation. Any maintenance activities on Reclamation lands in addition to those allowed herein shall require notification and an authorized permit from Reclamation or FWA.
5. Should silt accumulate in the FKC or channels as a result of the flood water diversion activities as referenced herein, the Licensee shall remove silt accumulation as directed by Reclamation and FWA or reimburse Reclamation or FWA for costs associated with its removal. Licensee shall, to the satisfaction of Reclamation and FWA, take steps to screen debris from water prior to pumping.
6. In the erection of the aforesaid structure or structures the Licensee must comply with the following specifications and conditions:
  - (a) The Licensee will furnish and install a corporation stop on each discharge pipe for use in making pitot tube measurements. The corporation stop will be installed in a straight, level section of pipe. Straightening vanes will be installed ahead of the corporation stop on each discharge pipe. There shall be a minimum of 10 pipe diameters of straight, unobstructed pipe ahead of the corporation stop; and
  - (b) Flow meters will be installed on each pump discharge pipe. The flow meters will be sufficient to accurately indicate instantaneous flow rates in cubic feet per second and cumulative discharge in acre-feet.
  - (c) Safety fencing shall be provided along FKC where the pump discharge pipes enter the FKC.
  - (d) Provide chain link safety fence around discharge pipes at the canal prism to deter unsafe access to the FKC. A gate shall be installed to accommodate access to the pipe discharge area.
  - (e) Provide fencing and/or skirts to prevent trespassers from gaining access to the area underneath the platforms.
  - (f) Repair any damage to Reclamation operating road. Areas shall be repaired by excavating to 9 inches below grade, backfilling with 6 inches Class 2 aggregate base, compacting aggregate base, then placing 3 inches of Type B AC to match existing AC grade.
  - (g) The Licensee and its contractors shall comply with requirements of the latest edition (currently the 2001 edition) of the **Reclamation Safety and Health Standards** handbook while

conducting any activity on Reclamation land or facilities. A copy can be downloaded for Reclamation's public web site at <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>.

7. This License is subject to the Temporary Contract Between the United States and Delta Lands Reclamation District No. 770 for the Conveyance of Non-Project Water (Contract No. 08-WC-20-3678) and Short Term Operations Agreement for Emergency Flood Control between the Friant Water Authority and Delta Lands Reclamation District No. 770, referenced herein and made a part hereof. Licensee's flood water diversion activities shall be subject to said Contract with the United States and Agreement with the Friant Water Authority.
8. This License is subject to the Agreement to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the Friant-Kern Canal and Associated Works, Contract No. 8-07-20-X0356, dated March 1, 1998 (as amended), referenced herein and made a part hereof.
9. Licensee shall comply with Fresno and Tulare County Noise Ordinance regulations and provide Reclamation and FWA with the findings initiated from these criteria. Licensee shall respond to any complaints from adjoining landowners and/or their attorneys regarding noise and take appropriate actions or cease pumping operations.
10. Licensee will coordinate with Reclamation and FWA for the implementation of Reclamation's Emergency Contingency Plan for FKC as well as coordination with the California State Office of Emergency Services' "Incidence Command System" (ICS) during times of declared flood emergency.
11. Licensee agrees to reimburse Reclamation and/or FWA for costs associated with additional maintenance requirements, related to increased water flow and/or sediment load in the increased water flow in the FKC caused by the Licensee's flood water diversion activities authorized pursuant to (Contract No. 08-WC-20-3678).
12. This permission given herein will neither constitute nor be construed as any surrender of the jurisdiction and supervision by the United States over the lands described herein.
13. The Licensee hereby agrees to indemnify and hold harmless the United States, FWA, their employees, agents, and assigns from any loss of damage and from any liability on account of personal injury, property damage, or claims from personal injury or death arising out of the Licensee's activities under this License.
14. Reclamation has waived the value of the right-of-use fee in accordance with 43 CFR 429.4.
15. This License is granted subject to the existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines on, over, and across said land.
16. This License may be revoked by Reclamation upon thirty (30) days written notice to the Licensee if:

- (a) The Licensee's use of the land interferes with existing or proposed facilities, or
- (b) The land contained in the License is needed for any United States purpose, or
- (c) The United States disposed of its interest in the land contained in this License, or
- (d) The Licensee fails to comply with any other terms or conditions of this License and, upon notification of the violation, Licensee fails to adequately cure the violation in a timely manner. Reclamation will have the final determination regarding the adequacy of the cure.
- (e) The Licensee fails to comply with any terms or conditions of the agreement entered into with FWA.

18. The Licensee will not:

- (a) Store any hazardous material on the FKC right-of-way.
- (b) Use water from the FKC for activities related to the subject project.
- (c) Leave waste and debris on the FKC right-of-way.

19. The Licensee will comply with all applicable water, ground, and air pollution laws and regulations of the United States, the State of California and local authorities. In addition the Licensee will comply with the following hazardous materials restrictions:

- (a) The Licensee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Licensee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (b) The Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.
- (c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
- (d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of

discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the Licensee using reasonable diligence, to comply with the provisions of this Article.

20. PESTICIDE USE. The Licensee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation.

(a) The Licensee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Licensee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Licensee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

21. CULTURAL RESOURCES PROTECTION. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of cultural, historic, or scientific interest on Reclamation lands. The Licensee shall forward a written report of its findings to Reclamation's authorized official within 48 hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, or artifacts discovered as the result of activities under this easement. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by Reclamation's authorized official. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Licensee.

22. DISCOVERY OF HUMAN REMAINS. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of human remains on Reclamation land. The Licensee shall forward a written report of its findings to Reclamation's authorized official within 48 hours by certified mail. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by the Regional Archaeologist for Reclamation (916-978-5041). Protective and mitigative measures specified by the Regional Archaeologist shall be the responsibility of the Licensee.

23. Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

24. TERMINATION. This License will terminate and all rights of the Licensee hereunder will cease, and the Licensee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by Article 2; or,
- (b) On date, of any year, upon written notice to the Licensee, served 30 days in advance thereof; or,
- (c) After failure of the Licensee to observe any of the conditions of this License and on the tenth day following service of written notice on the Licensee of termination because of failure to observe such conditions. The notices provided by this Article will be served by certified mail addressed to the respective post office addresses given in Article 33 and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service.
- (d) If this License is terminated under Article (c) above, the United States reserves the right to bar the Licensee from the authorization to use acquired or withdrawn public land on the Central Valley Project for a period of time, as determined by the Area Manager.

25. SEVERABILITY. Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.
26. All work will be conducted by Licensee or Licensee's contractor, while allowing for the observation of onsite activities by FWA. Reclamation reserves the right for their officers, employees, contractors and representatives, and assigns, to have ingress to and egress from said premises for the purpose of exercising, enforcing, and protecting the rights of Reclamation in and on the premises. The Licensee will provide Reclamation and FWA personnel safe ingress and egress to the FWA. The Licensee will ensure access for Reclamation and FWA operation and maintenance needs during the times of construction and coordinate any closings of access with Reclamation's existing authorized users.
27. The Licensee must contact the Underground Service Alert (Telephone (800) 227-2600) at least two working days prior to any excavation work to identify any buried utilities within the proposed excavation area.
28. Access to the FKC by the Licensee and their contractor(s) is restricted to the immediate vicinity of that portion of the FKC described in Article 1 above.
29. The Licensee and/or its contractor for the duration of contractors' activities will maintain in force, policies of liability insurance, providing limits of not less the \$1,000,000 for each person/occurrence and \$2,000,000 aggregate for bodily injury or death, and not less than \$1,000,000 property damage. Said policies will name United States and FWA as additional insureds (with the ISO CG 2010 endorsement form or equivalent) and will provide that they will not be canceled or reduced in coverage without ten (10) days prior written notice to Reclamation. Prior to commencement of said construction, Licensee will cause to be delivered to Reclamation and FWA a copy of the certificate of insurance reflecting all essential coverage. The endorsement will reference the contract number of this License in the description portion of the endorsement form.
30. Damage to Reclamation property, including but not limited to the FKC, service roads, access roads, culvert crossings, siphon barrel, farm bridge, fence gates and posts resulting from the Licensee's activities under this License will be corrected promptly at Licensee's expense to the satisfaction of Reclamation and FWA.
31. OFFICIALS NOT TO BENEFIT. No Member of Congress shall be admitted to any share or part of this easement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this easement if made with a corporation or company for its general benefit.
32. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies maintained by the



Licensee for the purpose of securing business. For breach or violation of this warranty, Reclamation will have the right to revoke this License without liability or in its discretion to require the Licensee to pay the full amount of such commission, percentage, brokerage, or contingency fee to the United States.

33. NOTICES.

(a) Any notice, demand, or request required or authorized by this License to be given or made to or upon the United States shall be deemed properly given or made if delivered or mailed postage-prepaid, to the Area Manager, South Central California , Bureau of Reclamation, 1243 N Street, Fresno California 93721-1813.

(b) Any notice, demand, or request required or authorized by this License to be given or made to or upon Delta Lands Reclamation District No. 770 shall be deemed properly given or made if delivered or mailed postage-prepaid, to Delta Lands Reclamation District No. 770, General Manager, Post Office Box 877, Corcoran, California 93212.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of such person may be changed at any time by notice given in the same manner as provided in this Article for other notices.

**IN WITNESS WHEREOF** this License is given as of the date of execution written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
Deputy Area Manager  
South-Central California Area Office  
Bureau of Reclamation

ACCEPTED:

Delta Lands Reclamation District No. 770 and its authorized representative, by signature below, agree to the terms and conditions above.

DELTA LANDS RECLAMATION DISTRICT NO. 770

By\_\_\_\_\_

Title\_\_\_\_\_

\_\_\_\_\_  
Date

NOTED:

\_\_\_\_\_  
Friant Water Authority

\_\_\_\_\_  
Date

DRAFT

DRAFT